



Memorandum of Agreement (MOA)
between
State of Wisconsin
Department of Workforce Development/Division of Vocational Rehabilitation
and
State of Wisconsin
Department of Health Services/Division of Public Health
for
Agreement for the Distribution and Monitoring of \$600,000 Program Income from
Social Security Act Funds for Independent Living Services

DHS MOA No.: MOU19-DHS_DWD-SSA_ILS

MOA Amount, If Applicable: \$600,000

MOA Term Period: July 1, 2019 to June 30, 2020

MOA Administrator: Delora Newton

Telephone: 608-261-4576

Email: Delora.Newton@dwd.wisconsin.gov

Department of Health Services/Division of Public Health (DHS/DPH)

MOA Administrator: Julie Willems Van Dijk

Telephone: 608-266-9622

Email: julie.willemsvandijk@dhs.wisconsin.gov

DWD/DVR and DHS/DPH acknowledge that they have read the Memorandum of Agreement (MOA) and any attached documents, understand them and agree to be bound by their terms and conditions. Further, DWD/DVR and DHS/DPH agree that the MOA and any exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the MOA and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the MOA. DWD/DVR reserves the rights to reject or cancel MOAs based on documents that have been altered. This MOA becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DWD/DVR.

State of Wisconsin

Department of Health Services

Entity Name: DWD / DVR

Authorized Representative

Authorized Representatives

Name: Julie A. Willems Van Dijk

Name: Delora Newton

Name: JoAnna Richard

Title: Deputy Secretary

Title: DVR Administrator

Title: Deputy Secretary

Signature: 

Signature: 

Signature: 

Date: 7/17/2019

Date: 7/15/2019

Date: 7/16/2019

1. PURPOSE AND SCOPE

In the 2019-21 biennial budget, the Wisconsin State Legislature authorized the annual transfer of \$600,000 of Social Security Act (SSA) funds from DWD/DVR to DHS/DPH for Independent Living services. This MOA between DWD/DVR and DHS/DPH is to govern the distribution and use of SSA funds for ILS to the eight Independent Living Centers (ILCs) in Wisconsin consistent with the State Plan for Independent Living (SPIL) and other federal requirements. This MOA also addresses compliance with federal standards and assurances.

The Independent Living Administration (ILA) provides the following guidance concerning the Designated State Entity (DSE) as part of the changes to the Rehabilitation Act under the Workforce Innovations and Opportunities Act (WIOA). The term "designated state entity" is the agency that acts on behalf of the State for Title VII programs. The DSE carries out the legal and fiscal responsibilities for Independent Living services. Additionally, the SPIL must designate the DSE.

1.1 Scope of Work

- **Personnel:** DHS staff within the Bureau of Aging and Disability Resources (BADR), Office for the Promotion of Independent Living (OPIL), will issue and oversee contracts with the Independent Living Centers (ILCs) to deliver IL core services as outlined in WIOA.
- **Activities and Timelines:** ILCs provide annual budget reports to DHS. ILCs also submit their annual federal Program Performance Reports (PPR), formerly the 704 Report, on an annual basis to DHS which outlined IL core services provided, and to whom, statewide. See the scope of work included in the ILCs contracts below.
- **Financial Components:** Pass through funds from DVR will be issued to ILCs on a state fiscal year basis (July 1 – June 30) and distributed as outlined in the approved SPIL (see chart below). ILCs will complete a budget request form that will be submitted to DHS and DVR for approval. ILCs will also provide an annual program and financial report to DHS. DHS will provide this information to DVR. DHS will also bill DVR on a quarterly basis for SSA expenses incurred by the ILCs.

ILC	Funding Source: ILC State GPR	Funding Source: Social Security Act Funds	TOTAL SFY 2020 Award (all funding sources)
Access	\$44,395	\$27,085	\$71,480
Society's Assets	\$182,682	\$111,448	\$294,130
IndependenceFirst	\$19,483	\$11,887	\$31,370
North Country IL	\$182,682	\$111,448	\$294,130
CILWW	\$6,212	\$3,788	\$10,000
ILR	\$182,682	\$111,448	\$294,130
Options	\$182,682	\$111,448	\$294,130
Mid-State	\$182,682	\$111,448	\$294,130
TOTAL	\$983,500	\$600,000	\$1,583,500

Below is the Scope of Work Issued to ILCs in relation to SSA funds:

- All Social Security Act Funds contract funding shall be used to fund staff time and activities, appropriate travel expenses, supplies, and appropriate administrative costs to deliver Independent Living Services to consumers.
- The GRANTEE will ensure that people with disabilities have access to the core Independent Living Services including:
 - Information and Referral,
 - Advocacy,
 - Peer Support,
 - Independent Living Skills Training, and
 - Services that provide full access to community life for individuals with significant disabilities. The new core service includes services that:
 - Facilitate the transition of individuals with significant disabilities from nursing homes and other institutions to home and community-based residences, with the requisite supports and services;
 - Provide assistance to individuals with significant disabilities who are at risk of entering institutions, so that the individuals may remain in the community; and
 - Facilitate the transition of youth who are individuals with significant disabilities, who were eligible for individualized education programs under the Individuals with Disabilities Education Act and who have completed their secondary education, or otherwise left school, to postsecondary life.

A. Applicable Federal and State Regulations

Title I, Section 108 of the Rehabilitation Act of 1973 (Act) requires that amounts provided to the State under the Social Security Act (42 U.S.C. 301 et seq.) may not be expended for any purpose other than carrying out programs for which the State receives financial assistance under title VI, or under title VII, of the Act under Section 110 (29 U.S.C. 728). In Wisconsin, the Department of Workforce Development (DWD), Division of Vocational Rehabilitation (DVR), receives these Social Security Act funds.

The Workforce Innovation and Opportunity Act (WIOA) transferred Independent Living Services and Centers for Independent Living programs authorized under Chapter I, Title VII of the Act, as amended by WIOA (Pub. L. 113-128) from the Rehabilitation Services Administration (RSA), U.S. Department of Education (ED), to the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS). WIOA also transferred the National Institute on Disability, Independent Living, and Rehabilitation Research, and the Assistive Technology Act programs to ACL.

Under Title VII of Act, as amended by WIOA, the Designated State Entity (DSE) receives federal financial assistance under Title VII, Part B, State Independent Living Services (SILS) program and the Centers for Independent Living (CIL) program. In Wisconsin, the DSE is the Department of Health Services (DHS), Division of Public Health (DPH).

Thus, funding under this MOA between DWD, DVR and DHS, DPH is for the purpose of carrying out Independent Living Services under Title VII of the Rehabilitation Act of 1973 in the State of Wisconsin.

Applicable State Statutes Include:

- DWD/DVR Wis. Stat. § 20.445(5)(n) - Department of Workforce Development Appropriations;
- DHS/DPH Wis. Stat. § 20.435(1)(kc) - Department of Health Services Appropriations; and
- ILC Wis. Stat. § 46.96 - Independent Living Center grants; Independent Living Services.

B. Use of Funds

The DSE is the entity identified by the State and named in the SPIL. The DSE must submit to the Administrator (HHS/ACL) and receive approval of the State plan in order to receive funding under the Rehabilitation Act of 1973 (Act) as amended.

Funds may be used to deliver all required core Independent Living Services (ILS), as expanded by WIOA, and identified by federal regulations and/or activities and services identified in the approved SPIL. Each Independent Living Center (ILC) will submit a plan for approval by DHS/DPH reflecting the activities and a budget for these funds related to the core ILS as outlined in the SPIL.

DHS/DPH will share the Grant Continuation Plan and Budget for each ILC with DWD/DVR for review prior to approval. Funds shall not be released to the ILC until the plan and budget is approved by DHS/DPH.

Other federal funds, including Social Security Act funds, may also be used consistent with designated uses for general Center for Independent Living (CIL) operations, including providing Independent Living Services (ILS) and support for outreach to underserved groups.

Additionally, state funds under Wis. Stat. § 46.96 and Vocational Rehabilitation program revenue will be used for general CIL operations, including provision of ILS, consistently with designated uses for Title VII, Ch. 1, Pt. C funds.

Innovation and expansion activities (34 CFR 362.35). (a) The State plan must assure that the State will reserve and use a portion of the funds allotted to the State under section 110 of the Act- (2) To support the funding of-(ii) The Statewide Independent Living Council, consistent with the plan prepared under 34 CFR 364.2l(i).

C. Distribution of Funds

Wisconsin's eight Independent Living Centers (ILCs) have agreed to a formula that will be utilized to determine the distribution of the funds to each ILC, based on the Wisconsin Independent Living Centers State Grant Continuation Plan and Budget. The formula is based on achieving an equitable base of funding to each ILC as outlined and approved each year under the SPIL and the State Resource Plan. If formula changes are requested by the ILCs, DHS/DPH is to consult with DWD/DVR, prior to any agreement.

2. ACCOUNTABILITY

DWD/DVR Contact Person: David Knuth
Title: DVR Contract Specialist
Agency Phone Number: 608-266-0177
Agency Email Address: David.Knuth@dwd.wisconsin.gov

DHS/DPH Contact Person: Lisa Sobczyk
Title: Supervisor, Office for Physical Disabilities and Independent Living
Agency Phone Number: 608-266-9354
Agency Email Address: Lisa.Sobczyk@dhs.wisconsin.gov

3. REVIEW CYCLE PERIOD

As the DSE, DHS/DPH will maintain responsibility for program monitoring and conduct program and fiscal reviews of each ILC by reviewing the annual Program Performance Reports (PPR, formerly the 704 Report) against the approved plans. The annual PPRs will also be provided to DWD/DVR.

DWD/DVR will conduct an annual fiscal review by reviewing monitoring reports provided by DHS/DPH for the use of Social Security Act funds for Independent Living Services, and an expense to budget comparison provided by DHS/DPH.

ILCs shall submit program and budget reports demonstrating that the funds were used appropriately towards the completion of the activities and budget in the plan approved by DHS/DPH. ILCs will submit the annual PPR to DHS/DPH to document the use of funding provided to each of the ILCs for the delivery of required core Independent Living Services identified by federal regulations, and/or activities and services identified in the approved SPIL.

A. Invoice Requirements

DHS/DPH will invoice DWD/DVR on a quarterly basis for actual expenses paid for with Social Security Act funds for Independent Living. The annual PPR for each ILC will be submitted to DWD/DVR on an annual basis.

Invoices must be submitted to DVR within 45 days of the end of the quarter. Invoices to be addressed as follows:

DWD – DIV OF VOC REHAB
ATTN: DVR BUDGET ANALYST
PO BOX 7852
MADISON, WI 53707-7852

The invoice will then be entered into STAR as an inter-agency invoice and either faxed to 608-327-6012 (preferred) or sent via e-mail to Einvoice@dwd.wisconsin.gov. There is no need to mail in a hard copy of the invoice, if the above steps are followed.

B. Terms of the Agreement

This agreement shall begin on date of signature and remain in effect as long as funding remains unchanged and intact. Any changes requested by either party will be negotiated and further specified as amendments to this MOA.

4. TERMINATION WITH NOTICE

Either party can terminate this MOA with a thirty (30) calendar day notice. Other technical assistance or projects identified by either party during the MOA will be negotiated and further specified as modifications to this MOA. These modifications will be written and signed by the proper representatives of each agency and identify the exact nature of the assistance to be provided. Fiscal specifications, if any, need to be identified. These agreements will be attached as modifications or as clarifications to this MOA.